

Remarks

In response to the Office Action mailed on October 19, 2007, the Applicants respectfully request reconsideration in view of the following remarks. In the present application, claims 1, 3, 5, 16, and 20, have been amended and claim 2 has been canceled without prejudice or disclaimer. The independent claims 1, 16, and 20 have been amended to include the recitations from canceled claim 2. Additional, support for the amendments can be found in the specification at least on page 7, lines 1-10 and page 9, line 1-19. No new matter has been added.

Claims 1, 3-9, 11, 12, 14-23 remain pending in the application. In the Office Action claims 1-9, 11, 12, 14-23 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Thomas et al. (U.S. Pat. Pub. No. 2002/0059627, hereinafter “Thomas”) in view of Rodriguez et al. (U.S. Patent No. 6,760,918, hereinafter “Rodriguez”).

Claim Rejections - 35 U.S.C. §103(a)

Claims 1-9, 11, 12, 14-23 are rejected as being unpatentable over Thomas in view of Rodriguez. To the extent that this rejection has not been rendered moot by the cancellation of claims, the rejection of these claims is respectfully traversed.

Amended claim 1 specifies a media distribution device for selectively delivering media content to a media presentation device. The media distribution device includes a media adapter for receiving a full stream of media content from a media delivery service provider; a data adapter for receiving data from the media delivery service provider, wherein the data is received from a plurality of communication links between the media distribution device and the media delivery service provider; a local account data module containing an identification of a portion of the full stream of media content wherein only the portion is available for delivery to the media presentation device; and a local account manager capable of being locally accessed and operative

to modify without initiating two-way communication with the media delivery service provider, the identification of the portion available for delivery to the media presentation device without modification to the full stream of media content received from the media delivery service provider at the media adapter and without requiring access to or authorization from the media delivery service provider, wherein a customer account modification need not be immediately transmitted to the media delivery service provider, wherein the local account manager, during an off-peak period, is further operative to autonomously check the local account data module to determine whether local account data has been modified since a last update to a centralized customer database associated with the media delivery service provider and, if so, then set an account modification flag to indicate the need to transmit the modified local account data, package the modified local account data in the local account data module, and transmit the modified local account data to the media delivery service provider, thereby enabling the media delivery service provider to update the centralized customer database to reflect the modified local account data; wherein the local account manager provides a customer access to media content that is part of an account of the customer and blocks access to media content that is not part of the account while the full stream of media content received at the media distribution device still includes the media content that is not part of the account and is unavailable to the media presentation device thereby allowing the media distribution device to instantaneously deliver to the media presentation device only the portion that is part of the account without requiring a change to the account via interaction with a central customer account management center.

It is respectfully submitted that the combination of Thomas and Rodriguez fails to teach, disclose, or suggest each of the features specified in amended claim 1. For example, the

aforementioned combination fails to disclose a local account manager capable of being locally accessed and operative to modify without initiating two-way communication with the media delivery service provider, the identification of the portion available for delivery to the media presentation device without modification to the full stream of media content received from the media delivery service provider at the media adapter and without requiring access to or authorization from the media delivery service provider, wherein a customer account modification need not be immediately transmitted to the media delivery service provider,.

In contrast, Thomas merely discusses purchasing video-on-demand. See paragraph [0081]. For example, in Thomas, valid login information is entered and a purchase button is selected. See paragraph [0081]. The distribution of the selected video-on-demand program is authorized to the user from a server or remote server network, or other suitable distribution source the user is currently logged into. See paragraph [0081]. Consequently, Thomas discusses logging into a distribution source (i.e. initiating two-way communication) and requiring access and authorization from the media service provider (i.e. the user must access and receive authorization to log into the distribution source). In particular, Thomas fails to teach or disclose modifying without initiating two-way communication with the media delivery service provider, the portion of data available for delivery. Furthermore, Thomas fails to disclose modifying the portion of data available for delivery without requiring access to or authorization from the media delivery service provider. Rather, Thomas specifically requires two-way communications and authorization from the media delivery service provider to modify the portion of data delivered by the media delivery service provider.

Rodriguez fails to overcome Thomas' deficiencies. In contrast, Rodriguez merely discusses downloading video-on-demand content during off-peak hours. See col. 22, lines 1-10.

In Rodriquez, the video-on-demand content is downloaded during off-peak hours to conserve bandwidth. See col. 22, lines 1-10. During peak hours the video-on-demand content is not part of the data stream. See col. 22, lines 11-17. Consequently, Rodriquez teaches a user selecting video-on-demand content that is downloaded during off-peak hours. In particular, Rodriquez fails to teach or disclose modifying without initiating two-way communication with the media delivery service provider, the portion of data available for delivery. Furthermore, Rodriquez fails to disclose modifying the portion of data available for delivery without requiring access to or authorization from the media delivery service provider. Rather, Rodriquez specifically requires two-way communications and authorization from the media delivery service provider to modify the portion of data delivered (i.e. video-on-demand content added to the data stream) by the media delivery service provider.

Thus, based on the foregoing, amended claim 1 is allowable over the combination of Thomas and Rodriquez and the rejection of this claim should be withdrawn. Claims 3-9, 11, 12, 14, 15, 21, and 23 depend from amended claim 1, and are thus allowable for at least the same reasons. Therefore, the rejection of these claims should also be withdrawn.

Amended independent claims 16 and 20 each specify similar features as amended claim 1 and thus are allowable over Thomas and Rodriquez for at least the same reasons. Based on the foregoing, the combination of Thomas and Rodriquez fails to teach, disclose, or suggest each of the features specified in claims 16 and 20. Therefore, claims 16 and 20 are allowable and the rejection of this claim should be also withdrawn. Claims 17-19 and 22 depend from amended claim 16, and are thus allowable for at least the same reasons. Therefore, the rejection of these claims should also be withdrawn.

Conclusion

In view of the foregoing amendments and remarks, this application is now in condition for allowance. A notice to this effect is respectfully requested. If the Examiner believes, after this amendment, that the application is not in condition for allowance, the Examiner is invited to call the Applicants' attorney at the number listed below.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 13-2725.

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